

THE MAKER EFFECT FOUNDATION, INC

GUEST RELEASE FORM

THIS AGREEMENT made this ____ day of _____, 20____, by and between

The Maker Effect Foundation, Inc. (TMEF) by _____(Member) and
_____(Guest).

In consideration for Guest's participation in the activities of TMEF, Guest agrees to the following waiver and release:

1. Assumption of Risk. Guest acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that Guest's participation in such activities and/or use of such tools may result in injury, illness, death or damage to Guest or Guest's personal property. Further, such risks and dangers may be caused by Guest or other Guests or Members. Finally, such injury, illness death or damage to Guest or Guest's personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. Guest hereby fully assumes all such risks and any others which arise because of Guest's association with TMEF.

2. Release of Liability. Guest releases TMEF, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss or injury to Guest or Guest's property while participating in any activity on the premises of TMEF and/or using any equipment owned by TMEF or another Guest or Member of TMEF regardless of whether such loss or injury is as a result of negligence of TMEF or its Guests, members, agents and assigns, or is a result of some other cause.

3. Covenant Not to Sue. Guest agrees that Guest will not, under any circumstances, initiate any legal action against TMEF, its Guests, members, agents and assigns, nor will Guest assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Guest while participating in the activities contemplated by being a guest of TMEF. This covenant extends to include the heirs, executors, administrators or assigns of Guest.

4. Third Party Indemnification. Guest indemnifies, saves and holds harmless TMEF, its Guests, members, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Guest while engaged in the activities contemplated by being a guest of TMEF.

5. Photo and Video release. I grant TMEF its representatives and employees the right to take photographs or video of me and my property while at TMEF locations or while participating in TMEF meetings, events, or other functions. I authorize TMEF, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that TMEF may use such photographs or videos of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Guest hereby acknowledges that Guest has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of being a guest of TMEF.

Guest Signature

Date

Email Address (Please print clearly)